is not liable on these facts, on the ground that the trust is created by the agreement of agency, and so is within that section of the statute of frauds requiring declarations of trust in lands to be in writing. *Burden v. Sheridan,* 33 Iowa 425; *Nestal v. Schmidt,* 29 N. J. Eq. 458. The ruling of the first case, that the trust is not within the statute, seems to be based on the better reasoning, in that agency, though created by an agreement, is properly a relation, or *status,* which, for a particular purpose, is fiduciary, and an abuse by the agent of this fiduciary relation is a fraud on his principal, and renders him liable for the proceeds of his wrongful act as a constructive trustee; and so this trust really results by operation of law. and so is not within the statute of frauds. *Winn v. Dillon,* 27 Miss. 494. There is even greater reason, in the case under discussion, for the holding that the trust is not within the statute, for, by means of the verbal agreement, the purchaser was able to obtain the property at a price below its value. Under practically the same facts the same was held in *Ryan v. Dox,* 34 N. Y. 307, and in *McNeil v. Gates,* 41 Ark. 264; and this seems to be the weight of authority on the subject.

WATERS AND WATER COURSES—PUBLIC WATER SUPPLY—WATER COMPANY—PAYMENT OF DISPUTED BILL FOR WATER.—HATCH V. CONSUMERS CO. LTD., 104 PAC. 670 (IDAHO).—*Held,* that a water company cannot enforce a rule requiring a consumer to pay an old or disputed bill for water furnished him at some previous time, or for some other and independent use, or at some other place or residence, or for a separate and distinct transaction from that for which he is claiming and demanding a water supply, as a condition precedent to supplying him with water, where he tenders payment of the established water rate in advance for the service he is demanding.

It is well established that the rule allowing a water company to shut off the water supply, for the non-payment of its bills refers to current rents only, and not to rents for past service. *Merrimac River Savings Bank v. City of Lowell,* 152 Mass. 556. And similarly, a quasi-public company cannot refuse to furnish gas to a consumer, where he tenders payment of the prescribed rate in advance, because he refuses to pay a former gas bill, or a bill contracted for gas used on other premises. *Gas Light Co. of Baltimore v. Colliday,* 25 Md. 1; *Lloyd v. Washington Gas Light Co.,* 1 Mackay (D. C.) 331. But a water company may provide by its by-law that if the rent is not paid, the supply shall be cut off until all arrears, and expenses for shutting off, are paid. *Brumm v. Pottsville Water Co.,* 9 Penn. 483. And the one desiring the supply turned on must pay the arrears even though they were incurred by a former tenant. *City of Atlanta v. Burton,* 90 Ga. 486; *Girard Life Ins. Co. v. Phila.* 88 Pa. St. 393.

WITNESS—ATTORNEY AND CLIENT—PRIVILEGED COMMUNICATIONS.—RICHARDS V. RICHARDS, 119 N. Y. SUPP. 81—Where a client gives his attorney notice of his place of residence it was *held,* not to affect the attorney's professional employment, and is not a "privileged communication," which the attorney cannot be compelled to disclose for the purpose of service of an order on such client.

As a general rule every communication which a client makes to his legal adviser for the purpose of professional advice or aid upon the subjects of his rights or liabilities is to be deemed confidential and the disclosure thereof is forbidden. *Vogel v. Gruaz,* 110 U. S. 311; *Carter v. West,* 93 Ky. 211. But it has been held in one jurisdiction that the attorney may disclose or be compelled to disclose the address of his client. *Alden v. Goddard,* 73 Me. 345. For a communication by a client to his attorney was held not to be privileged where it was not made for the purpose of enabling him to give advice or to render professional services. *House v. House,* 61 Mich. 69. Nor does the general rule apply to mere abstract legal opinions on general questions of law, either civil or criminal. *McMannus v. State,* 39 Tenn. 213. It is not necessary in order to entitle the client to claim the privilege, that he enjoin secrecy upon the attorney or even be aware of the existence of any privilege. *McLellan v. Longfellow,* 32 Me. 494. The privilege is not confined to statements by the client to the attorney, but applies with equal force to statements made and advice given by the attorney to his client. *Liggett v. Glenn,* 4 U. S. App. 438. And as the privilege is that of the client, it is within his power to waive it whenever he sees fit to do so. *Hunt v. Blackburn,* 128 U. S. 464.